

**IN THE SUPERIOR COURT OF THE STATE OF DELAWARE**

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TIAA-CREF INDIVIDUAL &  
INSTITUTIONAL SERVICES, LLC; et al,

Plaintiffs,

v.

ILLINOIS NATIONAL INSURANCE  
COMPANY; et. al.

Defendants.

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)  
) C.A. No. N14C-05-178 JRJ  
) [CCLD]  
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) **TRIAL BY JURY OF**  
) **TWELVE DEMANDED**  
)  
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)

**SPECIAL VERDICT FORM**

**Notice to Zurich for the *Bauer-Ramazani* Action**

1. Do you find that TIAA-CREF proved by a preponderance of the evidence that it provided notice to Zurich of the *Bauer-Ramazani* Action as soon as practicable after TIAA-CREF reasonably believed that the *Bauer-Ramazani* Action was likely to result in loss or damages that would exceed twenty-five percent (25%) of the sum of the "Underlying Limits" and any retention specified in the "Primary Policy".

Yes \_\_\_\_\_ No

2. Do you find that TIAA-CREF proved by clear and convincing evidence that Zurich waived its notice defense?

Yes \_\_\_\_\_ No

**Zurich's Consent for the Settlement of the *Bauer-Ramazani* Action**

1. Do you find that TIAA-CREF proved by clear and convincing evidence that Zurich waived the consent condition with respect to the *Bauer-Ramazani* settlement?

Yes \_\_\_\_\_ No

**Arch's Consent for the Settlement of the Underlying Actions**

**The Rink Action**

1. Do you find that TIAA-CREF proved by clear and convincing evidence that Arch waived the consent condition with respect to the *Rink* settlement?

Yes  No

2. Do you find that TIAA-CREF proved by a preponderance of the evidence that, at the time of the *Rink* settlement, it reasonably appeared to be futile for TIAA-CREF to request Arch to consent to the *Rink* settlement?

Yes  No

**The Bauer-Ramazani Action**

3. Do you find that TIAA-CREF proved by clear and convincing evidence that Arch waived the consent condition with respect to the *Bauer-Ramazani* settlement?

Yes  No

4. Do you find that TIAA-CREF proved by a preponderance of the evidence that, at the time of the *Bauer-Ramazani* settlement, it reasonably appeared to be futile for TIAA-CREF to request Arch to consent to the *Bauer-Ramazani* settlement?

Yes  No

**Reasonableness of Defense Costs Incurred In The *Rink* Action**

1. Of the \$1,790,796.77 in Defense Costs incurred by TIAA-CREF in connection with the defense of the *Rink* Action, what amount did TIAA-CREF prove by a preponderance of the evidence was reasonable and necessary, and therefore recoverable by TIAA-CREF?

\$ 1,790,796.77

**Reasonableness of Defense Costs Incurred In The *Bauer-Ramazani* Action**

1. Of the \$7,519,822.91 in Defense Costs incurred by TIAA-CREF in connection with the defense of the *Bauer-Ramazani* Action, what amount did TIAA-CREF prove by a preponderance of the evidence was reasonable and necessary, and therefore recoverable by TIAA-CREF?

\$7,519,822.91

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